

James M. Lindsay, State Bar No. 164758
LINDSAY LAW CORPORATION
21 Natoma Street, Suite 160
Folsom, California 95630
Telephone: (916) 294-7573
Facsimile: (916) 294-7583

Attorney for Plaintiff and the Class

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CARLA BURDEWICK, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

KOHL'S DEPARTMENT STORES, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 3:12-CV-00119 CRB

**ORDER: PRELIMINARILY
APPROVING THE CLASS ACTION
SETTLEMENT; CERTIFYING A
CLASS; DIRECTING THE ISSUANCE
OF NOTICE TO THE CLASS; AND
SCHEDULING A FAIRNESS HEARING**

Date: October 12, 2012
Time: 10:00 a.m.
Place: 17th Floor, Courtroom 6
Judge: Hon. Charles R. Breyer

The Motion of Plaintiff Carla Burdewick (herein referred to as "Plaintiff Burdewick"), for an Order preliminarily approving a proposed Settlement of the above-entitled putative Class Action came on for continued hearing on October 12, 2012. Having reviewed the Settlement Agreement, the papers filed in support of and opposing the application and the argument of counsel, and good cause appearing therefor subject to the entry by the Court of a Final Order,

IT IS HEREBY ORDERED THAT:

1. Plaintiff Burdewick's Motion for Preliminary Approval of Class Action Settlement, Certification of a Settlement Class, and Approval of Class Notice is granted pursuant to FRCP, Rule 23.

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2. The Settlement Agreement is preliminarily approved as fair, reasonable and adequate.

3. The Court hereby certifies, for settlement purposes, the following class: "All California Kohl's customers who, from March 4, 2010 through the date the Preliminary Approval Order, conducted a consumer credit card purchase transaction with Kohl's and from whom Kohl's requested and recorded the customer's personal identification information in connection with the transaction."

4. The Class is so numerous that joinder of all class members is impracticable; there are questions of law or fact common to the Class; and the claims advanced by the Plaintiff Burdewick are typical of the claims of the Class.

5. The questions of law or fact common to the Class predominate over the questions affecting only individual class members.

6. Certification of the Class by the Court is superior to other available methods for the fair and efficient adjudication of the controversy.

7. Plaintiff Burdewick will fairly and adequately protect the interests of the Class and is conditionally certified as the representative of the Class for the purpose of implementing the Parties' settlement in accordance with the Settlement Agreement.

8. Lindsay Law Corporation is appointed as counsel for the Class.

9. The Court finds that the manner and content of the Class Notice specified in Sections 3.2(a), 3.2(b) and 3.2(c) of the Settlement Agreement will provide the best practicable notice to the class members. The various forms of notice to the Class shall be provided within forty five (45) calendar days of entry of this Order.

10. Defendant shall pay all costs associated with distributing the various forms of notice to the Class and administrating the settlement as provided in the Settlement Agreement.

11. A Fairness Hearing shall be held by this Court on January 11, 2013 at 10:00 a.m. in Courtroom 6 to consider fully and finally determine whether the Settlement Agreement should be approved as fair, reasonable and adequate. The Fairness Hearing may be postponed, adjourned or continued by order of the Court without further notice to the Class.

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12. Any papers in support of the Settlement Agreement may be filed with the Court seven (7) calendar days prior to the Fairness Hearing.

13. Any class member who wishes to object to the Settlement must file a written objection with the Court, and serve copies on Class Counsel and Defendant's Counsel, no later than thirty (30) calendar days prior to the Fairness Hearing. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Any class member who fails to make his or her objection in the manner provided for in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness, or adequacy of the Settlement.

14. Any class member who desires exclusion from the Class must mail a request for exclusion to the Settlement Administrator no later than thirty (30) calendar days prior to the Fairness Hearing. All persons who properly mail a request for exclusion shall not be bound by the Settlement and shall have no right with respect to the Settlement.

15. If the Settlement Agreement is approved at the Fairness Hearing, the Court shall enter a Final Order Approving the Settlement Agreement and Judgment. The Final Order shall be fully binding with respect to all class members who did not request exclusion in accordance with the terms of the Settlement Agreement.

16. In sum, the dates for performance are as follows:

(a) Notice must be provided as soon as practicable upon Preliminary Approval of the settlement, but no later than forty five (45) calendar days after entry of this Preliminary Approval Order.

(b) Any and all claims by class members must be received or postmarked no later than sixty (60) calendar days after the last published notice.

(c) Objections to the settlement must be made no later than thirty (30) calendar days prior to the Fairness Hearing.

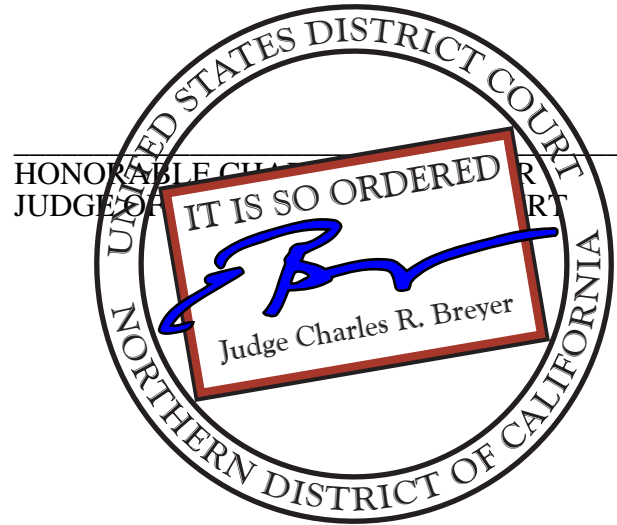
(d) All class members who are eligible to request exclusion and desire to be excluded must contact the Settlement Administrator in writing no later than thirty (30) calendar days prior to the Fairness Hearing.

(e) Any papers in support of Final Approval of the Settlement Agreement must be filed with the Court at least seven (7) calendar days prior to the Final Fairness Hearing.

(f) The Final Fairness Hearing is to be held on the 17th floor in courtroom 6 of this Court on January 11, 2013 at 10:00 a.m.

17. In the event that the Final Order is not entered for any reason, then the Settlement Agreement, as well as the findings contained herein, shall be deemed null and void *ab initio*.

DATED: October 25, 2012



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